

Carroll CSD

Carroll Educational Support Assn. 7/1/2006 6/30/2008

AGREEMENT

BETWEEN

**THE CARROLL COMMUNITY
SCHOOL DISTRICT**

AND

**THE CARROLL EDUCATIONAL
SUPPORT ASSOCIATION**

2006-2008

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ARTICLE I

DEFINITIONS

1. Representative

The Carroll Educational Support Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative of those employees represented by the Carroll Educational Support Association.

2. Board

The terms "Board", "District", or "Employer", as used in this agreement, shall mean the Board of Education of the Carroll Community School District or its duly authorized representatives.

3. Employee

The term "Employee", as used in this agreement, shall mean the persons represented by the Carroll Educational Support Association as members of the bargaining unit as defined and certified by the Public Employees Relations Board, PERB.

4. Association

The term "Association", as used in this agreement, shall mean the Carroll Educational Support Association, an affiliate of the Iowa State Education Association, or its duly authorized agents.

ARTICLE II

SENIORITY

I. DEFINITION AND SENIORITY DATE

Seniority is the continuous length of service with the District. It is recognized, skill, qualifications, certifications, competence, experience, and physical fitness of the job must be considered as well as seniority.

The seniority of an employee is determined by the length of service computed in employment. Ties shall be broken according to the last four digits of the employee's Social Security Number with the highest number receiving the highest ranking.

II. SENIORITY LIST

The Employer will prepare and post a seniority list in the employee's lounge on or before November 1st of each year. Employees shall be listed by the following categories: teacher associates, educational interpreters, health assistants, transportation worker, and bus drivers. Protest of, errors in, or omissions from such list must be made to the District within thirty (30) days from the date of the furnishing of such lists and revisions thereof. If no protests are made within the thirty (30) day period, the list will be considered accurate and no further appeal or grievance will be permitted.

ARTICLE III

STAFF REDUCTION

- I.** Staff reduction will be considered within each job classification category of employees as follows: Bus drivers, teacher associates, health assistants, transportation worker, and educational interpreters.

The Board shall take into account the following factors in making its decision:

- STEP 1. Normal attrition resulting from employees retiring, resigning, or voluntary reduction.
- STEP 2. Probationary employees in the job classification.
- STEP 3. The remaining employees within the affected job classification by ability, qualification, and job performance as determined by the administration.
- STEP 4. If all said employees are considered to be equal, as determined by the administration, then the employee in the job classification with the least total seniority shall be the first to be laid off.

Employees who are laid off shall have one (1) year of recall to the category from which they were laid off. Recall shall be in reverse order of layoff.

- II.** The employee who is to be recalled will be notified by certified mail (return receipt requested) to his/her last known address. The employee must respond by certified mail to such notice within seven (7) days after receipt thereof, and actually report to work in ten (10) days after receipt of notice unless mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all recall rights under this Agreement.
- III.** All employees on a layoff status shall retain the seniority and unused sick leave that they had when they were laid off. They will not continue to earn any benefits while on layoff.

ARTICLE IV

LEAVES OF ABSENCE

I. Sick Leave

A. Sick Leave

Sick leave will be allowed for the personal illness or medically related disability of the employee as follows:

1st Year of Employment	13 days
2nd Year of Employment	14 days
3rd Year of Employment	15 days
4th Year of Employment	16 days
5th Year and Subsequent Years of Employment	17 days

Any unused days of sick leave in any one-year shall be credited for use in subsequent years, with the maximum of 110 days so accumulated. The Board may require such reasonable evidence, as it may desire confirming the necessity of such leave.

Sick leave may be taken in half-day (1/2) units. Drivers with noon routes can take it in one-third (1/3) days.

Should the employee terminate their employment or be terminated, any unused accumulated sick leave shall be forfeited without recompense.

B. Job Related Injury

The Board may pay the employee the difference between the employee's net salary as determined from the Salary Schedule and the salary replacement benefit received under Worker's Compensation Insurance during the period of receipt of such benefits. This may be taken from the employee's sick leave only with permission of the employee. If the option is not chosen, the employee will receive only the Worker's Compensation payment. Leave entitlement as provided in this Agreement shall be reduced one (1) day for each day of absence.

II. Personal Leave

Each employee shall be granted two (2) days leave per school year for personal reasons, providing written application to the superintendent is made seven (7) calendar days prior to the day when leave is to be taken. The time may be waived if the occasion for the leave arises from an emergency situation. The general purpose of the leave must be stated on the form. The purpose of the leave must be one which cannot be accomplished during non-school days or hours. A maximum of two employees from each department will be granted personal leave the days before or after a school holiday or vacation period, during teacher inservice days, and/or during the first or last full week of school. The leave must be in units of not less than one-half (1/2) day. Bus drivers with a noon route may take personal leave in units of one-third (1/3) day. Leaves are specifically prohibited during any form of work stoppage.

III. Bereavement Leave

- A.** Each employee shall be granted up to five (5) days of paid leave in the event of the death of an employee's spouse, child, step-child, parent, step-parent, brother, or sister. Up to two (2) days for son-in-law, daughter-in-law, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, aunt or uncle, nieces or nephews.
- B.** In the event of the death of another employee or a student in the District, the Superintendent shall grant to an appropriate number of employees sufficient time to attend the funeral without loss of pay.

IV. Family Illness Leave

An employee shall be granted up to five (5) days per year at no loss of pay for illness of a spouse or dependent children. These five (5) days shall be deducted from the employee's sick leave accumulation.

V. Jury Leave

An employee called for jury duty during school hours shall be provided such time without the loss of pay. Any per diem fees the employee receives during such leave shall be turned over to the District. If the employee is discharged from the jury before the work day ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

VI. Association Leave

A maximum of two (2) days total each school year shall be granted for the transaction of Association business with the Association paying the cost of the Substitute if one is hired. Request for Association leave shall be processed through the Association president. Association leave may be used in full, half or one-third day units. The District will not pay any of the meeting or transportation expenses.

VII. Job Improvement Leave

Any employee may apply to the Superintendent or designee for permission to attend such seminar and conference. If approved by the Superintendent or designee, the District will reimburse the employee for reasonable and documented expenses.

VIII. Other Leaves

The Employer, at its sole discretion, may authorize special leaves of absence with or without pay. The granting or denial of this leave is not grievable. This leave is only available after all other eligible leaves have been exhausted.

IX. Maternity Provisions

Maternity shall be treated as any other illness or disability.

X. Family Medical Leave

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

XI. Paid Leave

The number of days of paid sick leave, personal leave and family illness leave for persons employed for less than a year shall be prorated. The paid benefit shall be equal to days employed during the year, divided by 180, multiplied by the allocations for sick leave, personal leave and family illness leave provided in this Article, and rounded to the nearest half day.

XII. Leave Forms

Leave forms shall be readily available for employees in school building offices and in the transportation break room.

ARTICLE V

HOLIDAYS

Employees shall have five paid holidays. These paid holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

If any of the above holidays fall on a Sunday, it shall be observed on Monday; if any of the above holidays fall on Saturday, it shall be observed on Friday.

To be eligible for holiday pay, an employee must be in the District's employ on the last working day before the holiday and the first working day after the holiday.

ARTICLE VI

EVALUATION

- I. First and second year employees will be formally evaluated a minimum of once a year. All other employees will be evaluated once every two years.
- II. Any employee that will be evaluated during a particular year shall be furnished a copy of the evaluation procedures, and advised of the criteria upon which the evaluation is to be based, no later than October 1 of the year in which the evaluation is to occur. If an employee is hired after October 1 the employee will be informed of the evaluation procedure and criteria within thirty (30) calendar days of the employee's date of hire.
- III. Evaluations shall be at least twenty (20) minutes and the employee shall be made aware of the evaluation at least two (2) working days prior to the occurrence. The employee evaluation shall be followed by a conference with written feedback within fourteen (14) calendar days of the evaluation. A copy shall be provided to the employee with the evaluator's signature and the date. Under no circumstance will any employee be expected to sign a blank evaluation.
- IV. Within seven (7) calendar days following the date of the conference, the employee shall have the right to submit to the evaluator an explanation or written statement regarding any evaluation; this statement shall be attached to the evaluation and become part of the employee's evaluation file.
- V. Any complaints directed toward an employee which are to be placed in the personnel file shall be called to the employee's attention. Within ten (10) calendar days of calling the complaint to the employee's attention, the employee may file a written response or explanation, which shall be attached to the complaint and placed, in the employee's file.
- VI. Employees have the right to view the contents of their personnel file after setting up an appointment with the appropriate personnel.
- VII. Signing of the evaluation document by the employee does not indicate agreement with the contents of the evaluation only an awareness of its content.

ARTICLE VII

HOURS OF WORK

I. WORK WEEK

The week for pay purposes will commence at 12:01 a.m. on Saturday and end at midnight the following Friday.

II. BREAKS

Teacher associates, health assistants, transportation worker, and educational interpreters will be permitted one (1) fifteen minute break for each three-hour period of work. The specific break time will be approved by the employee's supervisor. Breaks are to be taken on school premises.

III. LUNCH

Teacher associates, health assistants, transportation worker, and educational interpreters working six (6) or more hours per day will be scheduled for a duty-free lunch break.

IV. OVERTIME

Overtime shall be paid according to the provisions of the Fair Labor Standards Act.

V. SCHOOL DELAY OR DISMISSAL

On days school is cancelled, delayed or dismissed early due to weather or other extraordinary and unplanned events, teacher associates, health assistants, and educational interpreters will work as follows:

- A. If there is a one-hour or two-hour delay, the employee will report one hour or two hours late. If there is a one-hour or a two-hour early dismissal, the employee will leave when students have vacated the school premises. An employee will have the opportunity to make up hours only if approved in advance by the employee's administrator/supervisor.
- B. When school is dismissed early or has a late start due to a scheduled inservice or parent teacher conferences, employees will either attend the inservice or work on projects assigned by their administrators/supervisors.
- C. The actual time worked should be reported on one's time sheet. There is no pay for time not worked due to late arrivals, early dismissals, or cancellations.
- D. Whenever there are very unusual and/or emergency conditions, employees may be required to come in early or leave late as determined by their administrators/supervisors.

VI. BUS DRIVER TRAINING

Bus drivers will be required to attend one in-service meeting prior to the start of the school year and the annual required State of Iowa training.

ARTICLE VIII

INSURANCE

I. Health and Major Medical

A group health, accident and major medical insurance policy shall be made available to any person employed thirty (30) or more hours per week. If the employee elects to take insurance, the district shall pay the monthly single insurance premium for all individuals for the entire twelve (12) month contract year who are employed for thirty (30) or more hours per week.

All employees covered by this agreement will be responsible for the full co-pay as required under the district's insurance program. The deductible for health and major medical insurance will be \$200 single/\$400 family.

All employees covered by this agreement are eligible to participate in a flexible benefit program administered in accordance with Internal Revenue Code Section 125. Employees may choose to participate or not to participate or to change the level of participation each year according to program procedures.

II. School Liability

All employees shall be covered by school financed liability insurance covering job-related performance duties.

III. Worker's Compensation

Each employee shall be covered by worker's compensation paid for by the District.

All the terms and conditions of the existing insurance policies shall supersede any agreement in this Article. The District shall have the right at any time to procure the insurance referred to in the above sections from any reputable insurance company.

ARTICLE IX

PAYDAYS

Employees will be paid on the twentieth (20th) of the month unless the twentieth (20th) falls on a Saturday or Sunday in which case payday will be the Friday preceding the twentieth (20th). Employees will be paid over a twelve-month period September through August.

ARTICLE X

WAGES

I. For 2006-2007:

Teacher Associates

Thirty cents (\$.30) per hour increase

Twenty cents (\$.20) per hour incentive for those holding the Paraeducator's Certificate, an Associates degree or higher, or have completed two years of study at an institution of higher education.

Beginning wage - \$7.53 per hour

Health Assistants

Thirty cents (\$.30) per hour increase

Twenty cents (\$.20) per hour incentive for those holding the Professional Nursing License (Licensed Practical Nurses – LPN) and (Registered Nurses – RN)

Beginning wage - \$8.03 per hour

Educational Interpreters

Forty-five cents (\$.45) per hour increase

Beginning wage - \$12.01 per hour

Transportation Worker

Thirty cents (\$.30) per hour increase

Beginning wage - \$8.45 per hour

Drivers

Thirty dollars (\$30.00) per month increase on base for nine months

Beginning Route Base Pay - \$761.00 per month

Extra Pay for Special Education Routes - \$30.00 per month pro rated. Applies to busing of special needs students who require a wheelchair accessible bus.

Drivers who drive a route in the time frame between the end of the A.M. and beginning of the P.M. route will be paid one-half of their individual base.

Drivers who drive an A.M. route only, or a P.M. route only, will be paid one-half of their individual base.

Hourly Drivers

Student/Supply Driver

Thirty cents (\$.30) per hour increase

Beginning wage - \$8.71 per hour

Activity and Field Trip Drivers

Fifty cents (\$.50) per hour increase

Beginning wage - \$8.70 per hour

II. For 2007-2008:

Teacher Associates

Thirty cents (\$.30) per hour increase

Twenty cents (\$.20) per hour incentive for those holding the Paraeducator's Certificate, an Associates degree or higher, or have completed two years of study at an institution of higher education.

Beginning wage - \$7.78 per hour

Health Assistants

Thirty cents (\$.30) per hour increase

Twenty cents (\$.20) per hour incentive for those holding the Professional Nursing License (Licensed Practical Nurses – LPN) and (Registered Nurses – RN)

Beginning wage - \$8.28 per hour

Educational Interpreters

Fifty cents (\$.50) per hour increase

Beginning wage - \$12.46 per hour

Transportation Worker

Thirty cents (\$.30) per hour increase

Beginning wage - \$8.70 per hour

Drivers

Thirty-two dollars (\$32.00) per month increase on base for nine months

Beginning Route Base Pay - \$788.00 per month

Extra Pay for Special Education Routes - \$30.00 per month pro rated. Applies to busing of special needs students who require a wheelchair accessible bus.

Drivers who drive a route in the time frame between the end of the A.M. and beginning of the P.M. route will be one-half of their individual base.

Drivers who drive an A.M. route only, or a P.M. route only, will be paid one-half of their individual base.

Hourly Drivers

Student/Supply Driver

Thirty cents (\$.30) per hour increase

Beginning wage - \$8.96 per hour

Activity and Field Trip Drivers

Thirty cents (\$.30) per hour increase

Beginning wage - \$9.00 per hour

ARTICLE XI

NEW EMPLOYEE COMPENSATION

I. Experience

All new employees with comparable experience from any institution will receive credit for one year of experience for each year of comparable experience as stated below.

No new employee hired as a bus driver, health assistant, teacher's associate, or educational interpreter will be paid a beginning hourly or monthly rate of pay greater than the hourly or monthly pay paid to a current employee working in the same job who has equal or greater years of work experience relating to the job, unless the current employee also receives the same pay.

II. Compensation for experience

Compensation shall be as follows:

BUS DRIVERS

2-5 years = \$20 per month on the base

6-10 years = \$25 per month on the base

11-15 years = \$30 per month on the base

15+ years = The District may give additional credit if needed to hire the person.

Maximum of \$10 per month but in no case shall exceed \$1.00 per month/per year of experience.

EDUCATIONAL INTERPRETERS

2-5 years = \$.20 per hour increase

6-10 years = \$.25 per hour increase

11-15 years = \$.30 per hour increase

15+ years = The District may give additional credit if needed to hire the person.

Maximum of \$.10 per hour per year of experience.

TEACHER'S ASSOCIATES

2-5 years = \$.20 per hour increase

6-10 years = \$.25 per hour increase

11-15 years = \$.30 per hour increase

15+ years = The District may give additional credit if needed to hire the person.

Maximum of \$.10 per hour per year of experience.

HEALTH ASSISTANTS

2-5 years = \$.20 per hour increase

6-10 years = \$.25 per hour increase

11-15 years = \$.30 per hour increase

15+ years = The District may give additional credit if needed to hire the person.

Maximum of \$.10 per hour per year of experience.

ARTICLE XII

DUES DEDUCTIONS

I. AUTHORIZATION

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board a notice authorizing payroll deduction of union dues. The form of the notice shall be mutually agreed upon by the Association and the Board.

- A.** The Association will provide a list of names including the individual dollar amount for Union dues deductions. The list shall be submitted to the Superintendent's office on or before October 1st each year.
- B.** Dues will be deducted in eight (8) monthly installments, October - May. For employees who start after October 1, dues will be deducted, as prorated, for the pay-periods remaining up to and including the month of May.

II. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty- (30) day notice to the Board and to the Association.

III. INDEMNIFICATION

The Association agrees to indemnify and hold the Board and its agents harmless against any and all claims, suits, orders, costs, and judgments brought or issued against the Board and its agents as a result of the application of the provisions of this Article.

ARTICLE XIII

ASSIGNMENT, TRANSFER AND POSTING OF JOB VACANCIES

I. TRANSFERS

A transfer shall be defined as an assignment of an employee to a position with the same job classification.

Voluntary Transfer: A voluntary transfer is requested by the employee.

Involuntary Transfer: An involuntary transfer is a transfer not requested by the employee. Notice of an involuntary transfer shall be given in writing to the affected employee within ten (10) calendar days from date the decision is made by the employer.

II. PROCEDURE

A. Definition: A position shall be declared vacant at the sole discretion of the Board after the following steps have occurred:

1. An employee retires, resigns, is terminated or leaves the district's employ for another reason.
2. The district determines whether the position will be filled by reassignment or promotion of a current employee. Transfer shall apply only to positions posted as vacant.
3. A new position that is not subject to paragraph 2 above shall be posted.
4. The Board determines that the position to be filled is a permanent position.

B. Posting of Job Vacancies or New Jobs

1. After the Board determines that a position is vacant or decides to fill a new job that is permanent in nature, the notice of a permanent job opening will be posted on a designated bulletin board in each school building for a period of five (5) working days. A copy of the notice will be sent to the Association President.
2. The posting will include the job classification, the qualifications for the position, the beginning date of duties, and the deadline for filing an application.
3. Any employee can request a transfer to a job opening within his/her job classification (bus drivers, teacher associates, health assistants, transportation worker, and educational interpreters) by informing the employer in writing within five (5) working days of the posting of the notice.
4. The job will be assigned to the most qualified bidder who meets the qualifications and possesses the skill and ability necessary to perform the required work as determined by the administration. If two or more bidders are deemed by the administration to possess the same qualifications, skills and ability to perform the required work and job duties, the job shall be awarded to the bidder having the greatest seniority.
5. No employee shall be allowed more than one (1) job change in a six (6) month period unless it is mutually agreed upon between the District and the employee.
6. When a vacancy has been posted and filled, the District will fill the resulting opening that occurs as a result of filling the vacancy.

C. Summer Vacancies

1. Employees may file a notice of interest for any or all summer vacancies with the Superintendent before the end of the school year. These notices should be in writing and should include an address and phone number where the employee can be notified of a posting.
2. This special summer notice procedure does not relieve the employee of the responsibility of filing a written transfer request within seven (7) calendar days of the mailing of the notice.

III. BOARD DETERMINATION

This article does not preclude the District from advertising, accepting applications, and interviewing individuals from outside of the bargaining unit. An individual may be hired from outside the unit if the applicant's qualifications are higher than those of the employee requesting the transfer.

ARTICLE XIV

GRIEVANCE PROCEDURE

I. PURPOSE

The purpose of this procedure is to attempt to resolve, at the lowest possible level, allegations which may from time to time arise out of this Agreement. Nothing herein will be construed as limiting the right of any staff member having a grievance to discuss the matter informally with their supervisor and have the grievance adjusted without recourse to this procedure.

II. DEFINITION

- A. Grievance. A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- B. Aggrieved Person. The employee or the Association alleging the violation, misinterpretation, or misapplication has impacted him/her.
- C. Principal/Supervisor. The person who evaluates the employee.

III. TIME LIMITS

The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and, an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

STEP 1. For a grievance to be considered within the procedure, the grievant must initiate the procedure within ten (10) calendar days of the occurrence of the alleged grievance by requesting an appointment with the staff member's supervisor for the purpose of discussing the alleged grievance.

At all steps of a grievance, the Employer and Union shall have the right to have representatives attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses; the grievant and their Union representative heretofore referred to in this Article, meeting with the appropriate management designee(s).

STEP 2. If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing within ten (10) calendar days following the initial discussion, and, at a mutually agreeable time, discuss the matter with the principal/supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses within the Agreement allegedly violated, and shall state the remedy requested. The principal/supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) calendar days after the receipt of the grievance.

STEP 3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within ten (10) calendar days of the principal's/supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the aggrieved and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) calendar days of the third step grievance meeting and communicate in writing to the employee and the principal/supervisor.

STEP 4. If the grievance is not resolved satisfactorily at step three, the grievance may be submitted to final and binding arbitration. To enter such arbitration, the Association shall submit a written request to the Superintendent of Schools, within ten (10) days from the receipt of the step three answer. If a demand for arbitration is not filed within ten (10) calendar days of the third step reply, then the grievance will be deemed settled on the basis of the third step answer.

Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:

- A. The Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators.
- B. A flip of a coin will determine which party will strike the first name; the other party shall then strike a name. The process shall be repeated and the remaining person shall be the arbitrator.
- C. PERB (Public Employment Relations Board) shall be notified and requested to appoint the individual whose name remains on the list as arbitrator to hear the case.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

- A. The decision of the arbitrator shall be final and binding on all parties to this Agreement and any employee involved in this dispute. Any award resulting from the arbitrator's decision shall not be retroactive beyond the date on which the action causing the grievance first occurred.
- B. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply interpretation of the provisions of this Agreement on the settlement of issues and grievances arising hereunder.
- C. The expense and fees of the arbitrator shall be shared equally by the parties. Each party shall pay their own cost of representation and cost of their witnesses or the cost of securing a deposition from the witnesses.

IV. INVESTIGATION

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The Superintendent or designee shall solely determine whether an interference has occurred.

If an employee or the Association files any claim in any forum other than the grievance form set forth in this Agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

V. GENERAL PROVISIONS

The filing or pendency of any grievance under this procedure shall in no way operate to impede, delay, or interfere with the right of the Board to take any action complained of, subject, however, to the final decision of the grievance.

ARTICLE XV

PROBATION

All new employees shall be subject to serving a probationary period of sixty (60) days when the employee actually performs work.

- I.** Probationary employees may be separated for any cause by the District during the probationary period without appeal. The District will provide notice to the Association President.
- II.** Probationary employees shall not be entitled to any provisions or fringe benefits, except for those qualifying for health insurance, under the terms of this Agreement, but will be able to accrue those benefits back to their date of hire once the probationary period has been completed.

ARTICLE XVI
COMPLIANCE AND DURATION

I. DURATION

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2008.

II. SIGNATURE

In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their representative chief negotiators, and their signatures place thereon, all on this 20th day of February, 2006.

Carroll Community School District
Education Association

Carroll Community School District
Board of Education

David Oanner
Association

Nicole C Carroll
Board

Mesh Hallinan
Chief Negotiator

Joseph Scalzo
Chief Negotiator